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Form PTO-1594 (Rev. 01/01) No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101777615

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Rambaldo Communications, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: June 30, 2000 (See Exhibit A)

2. Name and address of receiving party(ies)

Name: NextMedia Operating, Inc.

Internal Address: 6312 S. Fiddler's Green Circle

Street Address: Suite 360-E

City: Englewood State: CO Zip: 80111

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1578146; 1576856

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Matthew L. Leibowitz

Internal Address: Leibowitz & Associates, P.A

Street Address: One SE Third Avenue Suite 1450

City: Miami State: FL Zip: 33131

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 80.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Matthew L. Leibowitz Name of Person Signing

Signature

7-9-01 Date

Total number of pages including cover sheet, attachments, and document: 20

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

07/13/2001 LNUELLER 00000094 1578146

01 FC:481 02 FC:482

40.00 OP 25.00 OP

Refund Ref: 07/13/2001 LNUELLER 0000107110

CHECK Refund Totals \$15.00

TRADEMARK REEL: 002328 FRAME: 0666



Exhibit "A"

The original applicant, NextMedia Group, LLC, was converted into NextMedia Group II, Inc., a Delaware corporation, pursuant to the attached Certificate of Conversion. Subsequently, NextMedia Group II, Inc. merged with and into NextMedia Operating, Inc., a Delaware corporation, pursuant to the attached Certificate of Merger.

BILL OF SALE
AND
GENERAL CONVEYANCE OF ASSETS

This Bill of Sale and General Conveyance of Assets is made as of this day of June 30, 2000, from Rambaldo Communications, Inc., a Pennsylvania corporation, Rambaldo AM Communications, Inc., a Pennsylvania corporation and Rambaldo AM Broadcasting Company, a Pennsylvania corporation (collectively, "Sellers"), to NextMedia Group II, Inc., a corporation formed under the laws of the State of Delaware ("Buyer").

WHEREAS, NextMedia Group, LLC, a Delaware limited liability company ("NMG"), as Buyer, and Sellers entered into an Asset Purchase Agreement, dated as of August 16, 1999, relating to the purchase and sale of Radio Stations WRKT-FM, North East, Pennsylvania and WRTS-FM, WFNN-AM (formerly known as WFLP-AM) and WLKK-AM, Erie, Pennsylvania (collectively, the "Stations");

WHEREAS, the Asset Purchase Agreement was amended by a certain First Amendment to Asset Purchase Agreement dated December 23, 1999, a certain Second Amendment to Asset Purchase Agreement dated March 31, 2000, and a certain Amended and Restated Second Amendment to Asset Purchase Agreement dated May 24, 2000 (the Asset Purchase Agreement, as amended, is hereafter referred to as the "Purchase Agreement");

WHEREAS, the rights and obligations of NMG under the Purchase Agreement have now been acquired and assumed by Buyer pursuant to conversion of NMG into Buyer under Section 265 of the Delaware General Corporation Law;

NOW, THEREFORE; pursuant to the Purchase Agreement, for the consideration recited therein, Sellers do hereby assign, transfer, convey and deliver to Buyer all of the right, title and interest of Sellers in and to the Stations Assets, as defined in the Purchase Agreement.

Buyer and its successors and assigns are to have and to hold the Stations Assets for their own use and benefit forever. Sellers hereby covenant and warrant to Buyer that Sellers are the lawful owner of the Stations Assets; that the Stations Assets are free and clear of and from all liens and encumbrances (other than Permitted Liens as defined in the Purchase Agreement).

The Sellers will from time to time after the date hereof, without consideration, execute, acknowledge, perform and deliver all such further acts, assignments, transfers, conveyances, assumptions and assurances as may be required to carry out the intent of this Bill of Sale and General Conveyance of Assets.

[Signatures begin on the following page]

IN WITNESS WHEREOF, Seller, intending to be legally bound hereby, has executed this Bill of Sale and General Conveyance of Assets as of the date first written above.

RAMBALDO COMMUNICATIONS, INC.,
a Pennsylvania corporation

By: Richard F. Rambaldo, President
Richard F. Rambaldo, President

RAMBALDO AM COMMUNICATIONS, INC.,
a Pennsylvania corporation

By: Richard F. Rambaldo, President
Richard F. Rambaldo, President

RAMBALDO AM BROADCASTING COMPANY,
a Pennsylvania corporation

By: Richard F. Rambaldo, President
Richard F. Rambaldo, President

GENERAL ASSIGNMENT AND ASSUMPTION

THIS GENERAL ASSIGNMENT AND ASSUMPTION (this "Assignment and Assumption"), dated as June 30, 2000, is entered into by and among Rambaldo Communications, Inc., a Pennsylvania corporation, Rambaldo AM Communications, Inc., a Pennsylvania corporation and Rambaldo AM Broadcasting Company, a Pennsylvania corporation (the "Assignors") and NextMedia Group II, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignors, as Sellers, and NextMedia Group, LLC, a Delaware limited liability company ("NMG"), as Buyer, entered into an Asset Purchase Agreement dated as of August 16, 1999, in connection with the purchase and sale of substantially all of the assets held by Sellers and used in the business and operation of Radio Stations WRKT-FM, North East, Pennsylvania and WRTS-FM, WFNN-AM (formerly known as WFLP-AM) and WLKK-AM, Erie, Pennsylvania (collectively, the "Stations");

WHEREAS, the Asset Purchase Agreement was amended by a certain First Amendment to Asset Purchase Agreement dated December 23, 1999, a certain Second Amendment to Asset Purchase Agreement dated March 31, 2000, and by a certain Amended and Restated Second Amendment to Asset Purchase Agreement dated May 24, 2000 (the Asset Purchase Agreement, as amended, is hereafter referred to as the "Purchase Agreement"); and

WHEREAS, the rights and obligations of NMG under the Purchase Agreement have now been acquired and assumed by Assignee pursuant to conversion of NMG in to Assignee under Section 265 of the Delaware General Corporation Law;

NOW, THEREFORE, in consideration of the payment by Assignee of the Purchase Price to Assignors, and in further consideration of the mutual covenants and agreements contained in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee hereby covenant and agree as follows:

1. Assignors hereby sell, assign, transfer and convey to Assignee, free and clear of all liens, claims or encumbrances other than Permitted Liens, all of the right, title and interest of Assignors, in and to the Stations Assets described in Section 1.1 of the Purchase Agreement.
2. Subject to the provisions of Sections 2.1 and 2.2 of the Purchase Agreement, and further subject to that certain Local Marketing Agreement among Assignors and NextMedia Group, LLC, dated as of March 31, 2000, Assignee hereby assumes and undertakes to pay, satisfy or discharge the Assumed Liabilities including those liabilities assumed pursuant to the parties' Assignment and Assumption of Contracts of even date herewith.
3. The parties hereby covenant and agree to execute such further documents and instruments and to take such additional actions as may reasonably be requested by either party to vest in Assignee, any and all of the rights under the Station Assets, and otherwise to effectuate the intent

of this Assignment and Assumption.

4. This Assignment and Assumption is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement. Assignor represents and warrants that the Contracts, Trade Agreements and leases of Leased Real Estate assigned hereunder are in full force and effect and, to Assignors' knowledge, no party to the Contracts, Trade Agreements and leases of Lease Real Estate is in material breach of his or her or its obligations thereunder. This Assignment and Assumption is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Purchase Agreement.

5. Unless otherwise defined herein, all capitalized terms used herein have the meanings ascribed to them in the Purchase Agreement.

6. This Assignment and Assumption may be signed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

7. This Assignment and Assumption shall be governed by and construed and enforced in accordance with the laws of the State of Pennsylvania, without regard to the rules of conflict of law that would require the application of the law of any other jurisdiction.

[Signatures are on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed and delivered effective as of the date first written above.

RAMBALDO COMMUNICATIONS, INC.,
a Pennsylvania corporation

By: Richard F. Rambaldo, President
Richard F. Rambaldo, President

RAMBALDO AM COMMUNICATIONS, INC.,
a Pennsylvania corporation

By: Richard F. Rambaldo, President
Richard F. Rambaldo, President

RAMBALDO AM BROADCASTING COMPANY,
a Pennsylvania corporation

By: Richard F. Rambaldo, President
Richard F. Rambaldo, President

NEXTMEDIA GROUP II, INC.,
a Delaware corporation

By: _____
Matthew L. Leibowitz, Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed and delivered effective as of the date first written above.

RAMBALDO COMMUNICATIONS, INC.,
a Pennsylvania corporation

By: _____
Richard F. Rambaldo, President

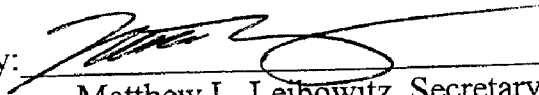
RAMBALDO AM COMMUNICATIONS, INC.,
a Pennsylvania corporation

By: _____
Richard F. Rambaldo, President

RAMBALDO AM BROADCASTING COMPANY,
a Pennsylvania corporation

By: _____
Richard F. Rambaldo, President

NEXTMEDIA GROUP II, INC.,
a Delaware corporation

By: 
Matthew L. Leibowitz, Secretary

State of Delaware

PAGE 1

Office of the Secretary of State

I, EDWARD J. FROEL, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE LIMITED LIABILITY COMPANY UNDER THE NAME OF "WIKIMEDIA GROUP, LLC" TO A DELAWARE CORPORATION, CHANGING THE NAME FROM "WIKIMEDIA GROUP, LLC" TO "WIKIMEDIA GROUP INC.", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF APRIL, A.D. 2000, AT 4:30 O'CLOCK P.M.



Edward J. Froel

Edward J. Froel, Secretary of State

3081802 8100V
001216086

AUTHENTICATION: 0408420
DATE: 04-28-00

**CERTIFICATE OF CONVERSION
OF
NEXTMEDIA GROUP, LLC
INTO
NEXTMEDIA GROUP II, INC.**

FIRST: NextMedia Group, LLC was formed as of August 11, 1999 under the laws of the State of Delaware.

SECOND: NextMedia Group, LLC was the name of the entity to be converted to a Delaware corporation immediately prior to the filing of this Certificate of Conversion.

THIRD: The name of the Delaware corporation into which NextMedia Group, LLC will be converted is NextMedia Group II, Inc.

FOURTH: The entity being converted to a corporation is a Delaware limited liability company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion of NextMedia Group, LLC into NextMedia Group II, Inc. this 27th day of April, 2000.



Name: Sean Stover
Title: Chief Financial Officer
and Treasurer, duly
authorized

PAGE: 09

TO: 322 674 8299

216-566-0822

APR-27 00 16:57 FROM: TRSF LLP

State of Delaware

PAGE 1

Office of the Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "NEXTMEDIA OPERATING, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE EIGHTEENTH DAY OF MAY, A.D. 2000, AT 9 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE FIFTH DAY OF JANUARY, A.D. 2001, AT 9 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TENTH DAY OF JANUARY, A.D. 2001, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION.



3228191 8100H

010154156

Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1053163

TRADEMARK
DATE: 03 29 01
REEL: 002328 FRAME: 0676

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 05/18/2000
001255998 - 3228191

**CERTIFICATE OF INCORPORATION
OF
NEXTMEDIA OPERATING, INC.**

I, the undersigned natural person acting as an incorporator of a corporation (hereinafter called the "Corporation") under the General Corporation Law of the State of Delaware, do hereby adopt the following Certificate of Incorporation for the Corporation:

FIRST: The name of the Corporation is NextMedia Operating, Inc.

SECOND: The registered office of the Corporation in the State of Delaware is located at Corporation Service Company, 1013 Centre Road, in the City of Wilmington, County of New Castle. The name of the registered agent of the Corporation at such address is Corporation Service Company.

THIRD: The purpose for which the Corporation is organized is to engage in any and all lawful acts and activities for which corporations may be organized under the General Corporation Law of Delaware. The existence of the Corporation shall be perpetual.

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is One Thousand (1,000) shares, par value \$.01 per share, designated Common Stock.

FIFTH: The name of the incorporator of the Corporation is John E. Quatrocchi, and the mailing address of such incorporator is 100 Crescent Court, Suite 1300, Dallas, Texas 75201-6950.

SIXTH: The number of directors constituting the initial board of directors is one (1). The name and mailing address of the person who is to serve as director until the first annual meeting of stockholders or until his successor is elected and qualified are Sean Stover, 6312 Fiddler's Green Circle, Suite 360E, Englewood, Colorado 80011.

SEVENTH: Directors of the Corporation need not be elected by written ballot unless the bylaws of the Corporation provide otherwise.

EIGHTH: Directors of the Corporation shall have the power to adopt, amend, or repeal the bylaws of the Corporation.

NINTH: No contract or transaction between the Corporation and one or more of its directors, officers, or stockholders or between the Corporation and any person (as used herein "person" means any other corporation, partnership, association, firm, trust, joint venture, political subdivision, or instrumentality) or other organization in which one or more of its directors, officers, or stockholders are directors, officers, or stockholders, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board or committee which authorizes the contract or transaction, or solely because his, her, or their votes are counted for such purpose, if: (i) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the board of directors or the committee, and the board of directors or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors constitutes less than a quorum; (ii) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved, or ratified by the board of directors, a committee thereof, or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or of a committee which authorizes the contract or transaction.

TENTH: The Corporation shall indemnify any person who was, is, or is threatened to be made a party to a proceeding (as hereinafter defined) by reason of the fact that he or she (i) is or was a director or officer of the Corporation or (ii) while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, to the fullest extent permitted under the Delaware General Corporation Law, as the same exists or may hereafter be amended. Such right shall be a contract right and as such shall run to the benefit of any director or officer who is elected and accepts the position of director or officer of the Corporation or elects to continue to serve as a director or officer of the Corporation while this Article Tenth is in effect. Any repeal or amendment of this Article Tenth shall be prospective only and shall not limit the rights of any such director or officer or the obligations of the Corporation with respect to any claim arising from or related to the services of such director or officer in any of the foregoing capacities prior to any such repeal or amendment to this Article Tenth. Such right shall include the right to be paid by the Corporation expenses incurred in defending any such proceeding in advance of its final disposition to

the maximum extent permitted under the Delaware General Corporation Law, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall also be entitled to be paid the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted under the Delaware General Corporation Law, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its board of directors or any committee thereof, independent legal counsel, or stockholders) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Corporation (including its board of directors or any committee thereof, independent legal counsel, or stockholders) that such indemnification or advancement is not permissible shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of his or her heirs, executors, administrators, and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, by-law, resolution of stockholders or directors, agreement, or otherwise.

The Corporation may additionally indemnify any employee or agent of the Corporation to the fullest extent permitted by law.

As used herein, the term "proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

ELEVENTH: A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability: (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. Any repeal or amendment of this Article Eleventh by the stockholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation arising from an

act or omission occurring prior to the time of such repeal or amendment. In addition to the circumstances in which a director of the Corporation is not personally liable as set forth in the foregoing provisions of this Article Eleventh, a director shall not be liable to the Corporation or its stockholders to such further extent as permitted by any law hereafter enacted, including without limitation any subsequent amendment to the Delaware General Corporation Law.

TWELFTH: The Corporation expressly elects not to be governed by Section 203 of the General Corporation Law of Delaware.

I, the undersigned, for the purpose of forming the Corporation under the laws of the State of Delaware, do make, file, and record this Certificate of Incorporation and do certify that this is my act and deed and that the facts stated herein are true and, accordingly, I do hereunto set my hand on this 17th day of May, 2000.

John E. Quattrocchi

John E. Quattrocchi, Esq.

STATE OF DELAWARE
 SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 FILED 09:00 AM 01/05/2001
 010009766 - 3228191

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
NEXTMEDIA OPERATING, INC.

Pursuant to Section 242 of the Delaware General Corporation Law

NextMedia Operating, Inc., (the "Corporation"), a corporation existing under and by virtue of the Delaware General Corporation Law (the "DGCL"), does here by certify:

1. The name of the Corporation is NEXTMEDIA OPERATING, INC.
2. The certificate of incorporation of the Corporation is hereby amended by deleting paragraph Fourth thereof and by replacing said paragraph Fourth with the following new paragraph Fourth:

"FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is Three Thousand (3,000) shares, par value \$.01 per share, designated Common Stock."

3. This amendment to the certificate of incorporation of the Corporation has been duly adopted by the written consent of the board of directors of the Corporation and by the written consent of the stockholders of the Corporation entitled to vote thereon, in accordance with the provisions of Sections 141, 228 and 242 of the DGCL, as applicable.

4. The effective time of the amendment herein certified shall be upon the filing of this Certificate of Amendment in the records of the office of the Secretary of State of the State of Delaware.

Dated: January 5, 2001

NEXTMEDIA OPERATING, INC.

By: _____

Sean R. Stover,
 Sr. Vice President, Chief Financial
 Officer and Treasurer

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 01/10/2001
010021082 - 3228191

CERTIFICATE OF MERGER
OF
NEXTMEDIA GROUP II, INC.
WITH AND INTO
NEXTMEDIA OPERATING, INC.

NextMedia Operating, Inc., a Delaware corporation ("Operating"), pursuant to the provisions of Section 251(c) of the General Corporation Law of the State of Delaware (the "DGCL") and in accordance with Section 103 of the DGCL, does hereby certify the following facts:

1. The constituent business corporations participating in the merger certified herein are as follows:
 - (i) Operating, which is incorporated under the laws of the State of Delaware; and
 - (ii) NextMedia Group II, Inc., which is incorporated under the laws of the State of Delaware.
2. An agreement of merger (the "Agreement of Merger") has been approved, adopted, certified, executed, and acknowledged by each of the constituent corporations in accordance with the provisions of Section 251 of the DGCL.
3. The name of the surviving corporation in the merger is "NextMedia Operating, Inc.," which will continue its existence as said surviving corporation under its present name upon the effective date of said merger pursuant to the provisions of the DGCL.
4. The certificate of incorporation of Operating, as now in force and effect, shall continue to be the certificate of incorporation of said surviving corporation until amended and changed pursuant to the provisions of the DGCL.

5. The executed Agreement of Merger between the constituent corporations is on file at an office of the surviving corporation, the address of which is as follows:

6312 Fiddler's Green Circle
Suite 360E
Englewood, CO 80111

6. A copy of the Agreement of Merger will be furnished by the surviving corporation, on request, and without cost, to any stockholder of either of the constituent corporations.
7. The Agreement of Merger between the constituent corporations provides that the merger herein certified shall be effective upon the filing of this Certificate of Merger with the Office of the Secretary of State of the State of Delaware.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

SENT BY: NEXTMEDIA;

302 894 4658;

JAN-4-01 19:23;

PAGE 9/9

IN WITNESS WHEREOF, Operating has caused this Certificate of Merger to be executed this 10th day of January, 2001.

NEXTMEDIA OPERATING, INC.

By: 

Name: Sean R. Stover

Title: President